

RECORDATION NO. 23658-D FILED

MAR 05 '08

2-59 PM

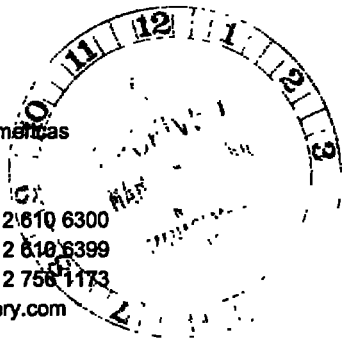
SURFACE TRANSPORTATION BOARD

ALLEN & OVERY

Mr. Vernon Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Allen & Overy LLP  
1221 Avenue of the Americas  
New York NY 10020

Tel 212 610 6300  
Fax 212 610 6399  
Direct line 212 758 1173  
erin.thomas@allenoverly.com



Our ref EET/51231-00008 NY:3078604.4

February 28, 2008

Dear Mr. Williams:

Enclosed is an original and one counterpart of the documents described below, to be recorded pursuant to Section 11301 of Title 49 of the U.S. Code.

This document is an Amendment, a secondary document, dated February 28, 2008. The primary document to which it is connected is recorded under Recordation Number 23658-A.

The names and addresses of the parties to the enclosed documents are:

Trustee:	U.S. Bank National Association, as successor to State Street Bank and Trust Company of Connecticut 225 Asylum Street, 23 <sup>rd</sup> Floor Hartford, Connecticut 06103
Lender:	AIG/ FP Funding (Cayman) Limited c/o Maples and Calder P.O. Box 309 Ugland House South Church Street Georgetown, Grand Cayman Cayman Islands KY1-1104

A description of the equipment covered by the documents follows:

Railcars within the various series described in Schedules A and B.

A fee of \$35.00 is enclosed.

Allen & Overy LLP is a limited liability partnership registered in England and Wales with registered number OC306763. It is regulated by the Solicitors Regulation Authority of England and Wales. Allen & Overy LLP is a multi-jurisdictional law firm with lawyers admitted to practice in a variety of jurisdictions. A list of the members of Allen & Overy LLP and their professional qualifications is open to inspection at its registered office, One Bishops Square, London, E1 6AQ and at the above address. The term partner is used to refer to a member of Allen & Overy LLP or an employee or consultant with equivalent standing and qualifications.

Allen & Overy LLP or an affiliated undertaking has an office in each of Amsterdam, Antwerp, Bangkok, Beijing, Bratislava, Brussels, Budapest, Dubai, Dusseldorf, Frankfurt, Hamburg, Hong Kong, London, Luxembourg, Madrid, Mannheim, Milan, Moscow, New York, Paris, Prague, Riyadh (associated office), Rome, Shanghai, Singapore, Tokyo and Warsaw.

A short summary of the document to appear in the index follows:

Amendment to a Memorandum of Loan and Security Agreement with Recordation Number 23658-A, dated September 12, 2001, and covering railcars with the various series described in Schedules A and B.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'EE Thomas', with a long horizontal flourish extending to the right.

**Erin E. Thomas**  
Associate

MAR 05 '08

2-59 PM

## SURFACE TRANSPORTATION BOARD

**MEMORANDUM OF AMENDMENT TO MEMORANDUM OF LOAN AND SECURITY AGREEMENT**

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23658-A is made and entered into as of February 28, 2008, by and between U.S. BANK NATIONAL ASSOCIATION, as successor to State Street Bank and Trust Company of Connecticut, not in its individual capacity, but solely as Trustee (hereinafter "Trustee") and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement (RAIL-2001-NC) (hereinafter "Loan Agreement") dated as of September 12, 2001, between Trustee and Lender.

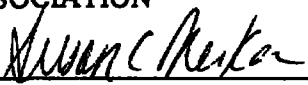
Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. Trustee has agreed to grant the Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and the Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.
2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement, as the case may be, shall control.
3. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. §11301.
4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Amendment to Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first written above.

TRUSTEE:

U.S. BANK NATIONAL  
ASSOCIATION

By: 

Name: Susan C. Merker  
Vice President

Title: \_\_\_\_\_

STATE OF Connecticut )

) SS:

COUNTY OF Hartford )

On this 15<sup>th</sup> of February, 2008, before me personally appeared Susan C. Merker, to me personally known, who being duly sworn, state that she is Vice President of U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

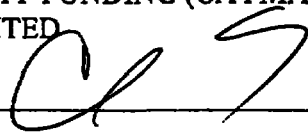
Susan P. McNally  
Notary Public

My Commission expires

SUSAN P. McNALLY  
Notary Public - Connecticut  
My Commission Expires Mar. 31, 2010

LENDER:

AIG-FP FUNDING (CAYMAN)  
LIMITED

By: \_\_\_\_\_

Name: Christian Toft

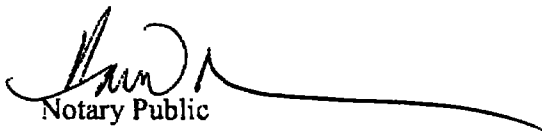
Title: Authorized Signatory

STATE OF CONNECTICUT )

) SS: Wilton

COUNTY OF FAIRFIELD )

On this 28th of February 2008, before me personally appeared  
Christian Toft, to me personally known, who being duly sworn, state that he is  
Authorized Signatory of AIG-FP FUNDING (CAYMAN) LIMITED, that said instrument  
was signed on behalf of said corporation by authority of its board of directors, and he acknowledged  
that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires

**AMIE MELESHKEWICH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2008



**Schedule A**

**REPLACEMENT ITEMS**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC#</b>
GEAX 02076	Coal Gondola	2001	451840
GEAX 02077	Coal Gondola	2001	451841
GNAX 007301	Hopper	2002	466114
AGHX 096033	Hopper	2003	688120
NAHX 10159	Hopper	2003	683758

**Schedule B**

**ITEMS TO BE REPLACED**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC#</b>
CHTT200335	Hopper	1994	299865
NAHX062335	Hopper	1995	394246
DEEX 001011	Hopper	1995	303431
NAHX 61115	Coal Gondola	1994	298745
CHTT 200347	Hopper	1994	299877

## **MEMORANDUM OF AMENDMENT TO MEMORANDUM OF LOAN AND SECURITY AGREEMENT**

This Memorandum of Amendment to Memorandum of Loan and Security Agreement with Recordation Number 23658-A is made and entered into as of February 28, 2008, by and between U.S. BANK NATIONAL ASSOCIATION, as successor to State Street Bank and Trust Company of Connecticut, not in its individual capacity, but solely as Trustee (hereinafter "Trustee") and AIG-FP FUNDING (CAYMAN) LIMITED (hereinafter "Lender") respecting the Loan and Security Agreement (RAIL-2001-NC) (hereinafter "Loan Agreement") dated as of September 12, 2001, between Trustee and Lender.


Pursuant to the provisions of the Loan Agreement, Trustee and Lender hereby affirm and acknowledge that:

1. Trustee has agreed to grant the Lender a first priority security interest in the Replacement Items of Equipment described in Schedule A attached hereto and the Lender has agreed to release its security interest in the Items of Equipment described in Schedule B hereto and such discharged Items of Equipment are no longer deemed Items of Equipment for any purpose, subject to the terms defined in the Loan Agreement.
2. Lender and Trustee further acknowledge and affirm that this Memorandum of Amendment to Memorandum of Loan and Security Agreement is not a summary of the Loan Agreement nor a complete recitation of the terms and provisions thereof. Accordingly, Lender and Trustee hereby agree that in the event of a conflict between this Memorandum of Amendment to Memorandum of Loan and Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement, as the case may be, shall control.
3. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Surface Transportation Board pursuant to 49 U.S.C. §11301.
4. This Memorandum of Amendment to Memorandum of Loan and Security Agreement is being recorded with the Registrar General of Canada pursuant to Section 105 of the Canada Transportation Act.

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this Memorandum of Amendment to Memorandum of Loan and Security Agreement to be duly executed in its corporate name by its officers, thereunto duly authorized, all as of the date first written above.

TRUSTEE:

U.S. BANK NATIONAL  
ASSOCIATION

By: 

Name: Susan C. Merker  
Vice President

Title: \_\_\_\_\_

STATE OF Connecticut )

) SS:

COUNTY OF Hartford )

On this 15<sup>th</sup> of February, 2008, before me personally appeared Susan C. Merker,  
to me personally known, who being duly sworn, state that she is Vice President of  
U.S. BANK NATIONAL ASSOCIATION, that said instrument was signed on behalf of said  
corporation by authority of its board of directors, and he acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.




Notary Public

My Commission expires

SUSAN P. McNALLY  
Notary Public - Connecticut  
My Commission Expires Mar. 31, 2010

LENDER:

AIG-FP FUNDING (CAYMAN)  
LIMITED

By: \_\_\_\_\_

Name: Christian Toft

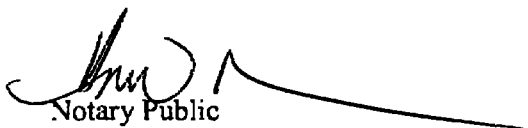
Title: Authorized Signatory

STATE OF CONNECTICUT )

) SS: Wilton

COUNTY OF FAIRFIELD )

On this 28th of February 2008, before me personally appeared  
Christian Toft, to me personally known, who being duly sworn, state that he is  
Authorized Signatory of AIG-FP FUNDING (CAYMAN) LIMITED, that said instrument  
was signed on behalf of said corporation by authority of its board of directors, and he acknowledged  
that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires

**AMIE MELESHKEWICH**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES NOV. 30, 2008



**Schedule A**

**REPLACEMENT ITEMS**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC#</b>
GEAX 02076	Coal Gondola	2001	451840
GEAX 02077	Coal Gondola	2001	451841
GNAX 007301	Hopper	2002	466114
AGHX 096033	Hopper	2003	688120
NAHX 10159	Hopper	2003	683758

**Schedule B**

**ITEMS TO BE REPLACED**

<b>Car Mark</b>	<b>Car Type</b>	<b>Built Date</b>	<b>CC#</b>
CHTT200335	Hopper	1994	299865
NAHX062335	Hopper	1995	394246
DEEX 001011	Hopper	1995	303431
NAHX 61115	Coal Gondola	1994	298745
CHTT 200347	Hopper	1994	299877